

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE DISTRICT OF DELAWARE**

In re:

Zen JV, LLC, *et al.*,<sup>1</sup>

Debtors.

Chapter 11

Case No. 25-11195 (JKS)

(Jointly Administered)

**DECLARATION OF KEVIN RAMIREZ IN SUPPORT OF OBJECTION  
OF SALESFORCE, INC. TO THE POTENTIAL ASSUMPTION OF  
CERTAIN EXECUTORY CONTRACTS AND RESERVATION OF RIGHTS**

I, Kevin Ramirez, declare as follows:

1. I am the Global Bad Debt Manager for Salesforce, Inc. and various affiliates and subsidiaries (collectively, “Salesforce”), and I am authorized to execute this Declaration on behalf of Salesforce. If called to testify, I could and would competently testify to the facts set forth herein based on my personal knowledge of those facts, events, and transactions.<sup>2</sup>

2. Salesforce is a Delaware corporation, and, among other activities, it provides on-demand customer relationship management, software application services and related services (collectively, the “Salesforce Services”) to Salesforce’s business customers (individually, a “Salesforce Customer” and, collectively, “Salesforce Customers”).

3. Salesforce provides the Salesforce Services pursuant to the agreements and orders identified on Exhibit “A” attached hereto (collectively, the “Salesforce Contract”) and Exhibit “A” is incorporated by referenced into this declaration as if fully set forth.

4. This declaration is filed in support of the *Objection of Salesforce, Inc. to the*

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<sup>1</sup> The Debtors in these cases, along with the last four digits of each debtor’s federal tax identification number (to the extent applicable), are: Zen JV, LLC (0225); Monster Worldwide LLC (6555); FastWeb, LLC; Monster Government Solutions, LLC (5762); Camaro Acquisition, LLC; CareerBuilder, LLC (6495); CareerBuilder Government Solutions LLC (6426); Luceo Solutions, LLC (4426); CareerBuilder France Holding LLC (9339); and Military Advantage LLC (9508). The Debtors’ address is 200 N LaSalle Street #900, Chicago, IL 60601.

<sup>2</sup> Capitalized terms used in this Declaration, but which are not defined herein, shall have the meanings ascribed to them in the Assumption Objection filed by Salesforce concurrently herewith.

*Potential Assumption of Certain Executory Contracts and Reservation of Rights* (the “Assumption Objection”) filed by Salesforce with respect to the assumption and/or assignment of any or all of (A) the Salesforce Contracts, (B) the Cure Notice Contracts<sup>3</sup>, (C) the Additional Salesforce Contracts,<sup>4</sup> and (D) the Excluded Contracts<sup>5</sup> unless the relief requested in the Assumption Objection is granted.

#### MAINTENANCE OF BUSINESS RECORDS

5. In my official capacity, I have personal knowledge of the method by which Salesforce maintain permanent records of their transactions (individually, a “Transaction” and, collectively, the “Transactions”) with their customers and, thereupon, I declare and state that Salesforce maintains permanent records of all Transactions in a computerized accounting system. All amounts due and owing to Salesforce with respect to any Transaction with a Salesforce Customer including, but not limited to, payments related to Salesforce Services, taxes, interest owed with respect to any Salesforce Services or agreement, fees, and other charges (individually, an “Obligation” and, collectively, the “Obligations”), are entered in this accounting system at, or near, the time such Obligations are incurred. Likewise, all payments made by a Salesforce Customer with respect to any Obligation or Transaction, and all other credits and debits related to any Obligation or Transaction, are entered in this accounting system at, or near, the time such payment is received and/or such credit or debit is made or incurred. Each such entry is made in the regular course of business by employees of Salesforce who process these payments, receipts, credits, and debits. If necessary, Salesforce can print hard copies of all entries.

6. I have personal knowledge of the manner by which Salesforce maintain records of their written contracts, statements of work, schedules and any other documents related to such contracts, and all amendments to any contract, statement of work, schedule, and/or any

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<sup>3</sup> The Assumption Notice Contracts are defined in the Assumption Objection filed concurrently herewith.

<sup>4</sup> The Additional Salesforce Contracts are defined in the Assumption Objection filed concurrently herewith.

<sup>5</sup> The Excluded Contracts are defined in the Assumption Objection filed concurrently herewith.

other document (individually, a “Salesforce Agreement” and, collectively, the “Salesforce Agreements”) with their Customers. As a regular part of its business, Salesforce maintains permanent records of the Salesforce Agreements and these records are compiled at the time, or near the time, that a Salesforce Agreement is received or processed.

#### THE SALESFORCE CONTRACT

7. I have personally reviewed Salesforce’ records relating to the Debtors, including the Transactions, the Obligations, the Salesforce Agreements, the Salesforce Contract, and I am personally familiar with Salesforce’ account(s) with the Debtors.

8. Prior to the Petition Date (as defined herein), the Debtors entered into certain order forms (the “Order Forms”) that are identified on the Cure Amount Summary (attached hereto as “Exhibit A”)<sup>6</sup> and the Order Forms are governed by a certain *Master Subscription Agreement* (the “MSA” and, together with the Order Forms, constitute the “Salesforce Contract”).<sup>7</sup>

9. Pursuant to the Salesforce Contract: (i) the Debtors ordered certain Salesforce Services and became obligated to pay in full the aggregate amounts due pursuant to this contract with respect to such services; (ii) Salesforce became obligated to provide Salesforce Services to the Debtors; (iii) Salesforce have provided such services to the Debtors; and (iv) the Debtors accepted and utilized Salesforce Services provided pursuant to the Salesforce Contract.

#### BANKRUPTCY CASE

10. Based upon information and belief, I am informed that, on June 24, 2025 (the “Petition Date”): (A) Zen JV, LLC and the other Debtors each filed a voluntary petition for relief under chapter 11 of title 11 of the United States Code in the United States Bankruptcy

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<sup>6</sup> The Cure Amount Summary is attached hereto as Exhibit A and is incorporated by reference here in as if fully set forth.

<sup>7</sup> Due to the confidentiality provisions of the MSA, a copy of the Salesforce Contract and related invoices (the “Invoices”) are not attached to this Declaration. However, subject to appropriate non-disclosure protections, a copy of the Salesforce Contract and the Invoices will be made available by request.

Court for the District of Delaware (the “Court”) and, thereby, commenced their individual cases under chapter 11 (collectively, the “Bankruptcy Cases”); and (B) on June 27, 2025, the Court entered its order directing the joint administration of the Bankruptcy Cases (but not substantively consolidated consolidating such cases).<sup>8</sup>

11. Based on information and belief, I am informed that, on June 25, 2025, the Debtors’ filed their motion (the “Bidding Procedures Motion”)<sup>9</sup> seeking entry of an order approving and authorizing, among other things: (A) certain procedures governing the Sale(s) of substantially all of the Debtors’ assets; and (B) certain procedures governing the assumption and assignment of executory contracts and unexpired leases.

12. Based on information and belief, I am informed that on July 8, 2025, the Court entered its order (the “Bidding Procedures Order”) granting the relief requested in the Bidding Procedures Motion.<sup>10</sup>

13. Based on information and belief, I am informed that, pursuant to the Bidding Procedures Order, on or about July 3, 2025, the Debtors filed a notice (the “Cure Notice”)<sup>11</sup>, which identifies: (i) certain executory contracts that potentially may be assumed pursuant to the sale(s) of the Debtors’ assets, including executory contracts to which Salesforce is the counterparty (the “Cure Notice Contracts”), and (ii) the cure amount that must be cured as a condition of the assumption of the Cure Notice Contracts. The Debtors listed the Cure Notice

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<sup>8</sup> See, Order Directing Joint Administration of Related Chapter 11 Cases [D.I. 49].

<sup>9</sup> See Motion of Debtors for Entry of Orders (I) Authorizing and Approving (A) the Bidding Procedures for Sale of the Debtors’ Assets Free and Clear, (B) the Scheduling of an Auction and Sale Hearing, (C) the Form and Manner of Notice of Sales, Auctions, and Sale Hearings, (D) the Notice and Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases, (E) the Designation of Stalking Horse Bidders, and (F) the Debtors’ Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Authorizing Designation of Stalking Horse Bidders, and (III) Granting Related Relief [D.I. 28].

<sup>10</sup> See Order (I) Authorizing and Approving (A) the Bidding Procedures for Sale of the Debtors’ Assets Free and Clear, (B) the Scheduling of an Auction and Sale Hearing, (C) the Form and Manner of Notice of Sales, Auctions, and Sale Hearings, (D) the Notice and Procedures for the Assumption and Assignment of Executory Contracts and Unexpired Leases, (E) the Designation of Stalking Horse Bidders, and (F) the Debtors’ Assumption and Assignment of Certain Executory Contracts and Unexpired Leases, (II) Authorizing Designation of Stalking Horse Bidders, and (III) Granting Related Relief [D.I. 110].

<sup>11</sup> Notice of Potential Assumption and Assignment of Certain Executory Contracts and Unexpired Leases [D.I. 82].

Contracts as follows:

Contract Counterparty	Debtor	Cure	Agreement Name / Description	Contract Date
Salesforce, Inc.	Military Advantage, Inc.	\$-	Order Form	8/1/2024
Salesforce, Inc.	Monster Government Solutions, LLC	\$-	Purchase Order	3/25/2025
Salesforce, Inc.	Zen JV, LLC	\$-	Salesforce Core Contract	1/31/2025
Salesforce, Inc.	Monster Worldwide, LLC	\$-	Salesforce Marketing Cloud Mobile Messages Contract	5/28/2025
Salesforce, Inc.	CareerBuilder, LLC	\$-	Salesforce-Pardot 30 Day Extension Contract	6/16/2025
Salesforce, Inc.	CareerBuilder, LLC	\$-	Salesforce Tableau Contract	12/29/2023

14. Based on information and belief, I am informed that, the Cure Notice states that any objection to the: (i) the proposed assumption and assignment, (ii) the lack of adequate assurance of future performance of the Stalking Horse Bidder, or (iii) the Cure Cost proposed with respect thereto, must be filed with the Court on or before 4:00 p.m. (ET) on July 14, 2025 (the “Assumption Objection Deadline”).

15. Based on information and belief, I am informed that, on July 11, 2025, counsel for the Debtors agreed to extend the Assumption Objection Deadline for Salesforce until July 16, 2025 (the “Revised Assumption Objection Deadline”).

### **THE CURE AMOUNT**

16. Based upon my review of Salesforce’ books and records that are pertinent to the Debtors’ account, I declare and state that: (A) the executory contracts identified on the Cure Notice<sup>12</sup> as executory contracts that may be assumed, or assumed and assigned, do not match the description of the Salesforce Contract as listed on Salesforce’s records; (B) the Salesforce Contract is correctly identified on Exhibit “A”, the Cure Amount Summary, attached hereto; and (C) as of the date of this declaration, Salesforce’s records show that the Debtors have failed to pay all fees due and owing pursuant to the Salesforce Contract in an amount not less than **\$373,753.29** and such amount must be paid by the Debtors as a condition of the assumption of the Salesforce Contract.

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<sup>12</sup> See Cure Notice.

17. Further, if any or all Additional Salesforce Contracts and/or any or all of Excluded Contracts are assumed (or assumed and assigned) by the Debtors, it is possible that monetary defaults may exist with respect to such contracts and, accordingly, additional monies may be due and owing (in addition to the amounts listed on Exhibit "A" to this declaration and or the Cure Notice(s)) to cure the monetary defaults pertaining to such contracts. Accordingly, if any such Additional Contracts and/or Excluded Contracts are identified, the amount of such monetary defaults will have to be determined, and additional Cure Amounts may have to be paid as a condition of the assumption (or assumption and assignment) of such contracts.

I declare under penalty of perjury that the foregoing is true and correct.

Executed this 14th day of July 2025 at San Francisco, California

DocuSigned by:

*Kevin Ramirez*

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**Kevin Ramirez**